

Kelso City Council Agenda

Regular Meeting, 7:00 pm
November 16, 2010
City Hall, Council Chambers
203 S. Pacific
Kelso, WA 98626



****Special accommodations for the handicapped and hearing impaired are available by special arrangement through the City Clerk's Office at 360-423-0900****

Invocation:

Father Mel Straz, Immaculate Heart of Mary Catholic Church

Call to Order:

Roll Call to Council Members:

Approve Minutes:

November 2, 2010-Regular Meeting
November 4, 2010-Public Hearing/Budget Workshop

Public Hearing:

Adopt Six Year Transportation Improvement Program 2011-2016

KSD Student Representative:

Eric McDaniel, ASB President

Proclamation:

International Education Week

Presentation:

Evergreen Frontier Long Term Care-Matt Staffieri

Consent Items:

1. Memorandum of Understanding
Cowlitz 2 Fire & Rescue
2. WSDOT Traffic Signal General Maintenance Agreement
3. Appointment of Municipal Court Judges
4. Interlocal Agreement
Street Waste Beneficial Reuse Facility
5. Auditing of Accounts

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Citizen Business:

Council Business:

Action/Motion Items:

1. Resolution
Cancel Unclaimed Warrants
2. Resolution
Authorizing an Increase in the Regular Property Tax Levy
3. Resolution
Setting the 2011 Property Tax Levy Amount
4. Resolution
Adopt Revised Six Year Transportation Improvement Program 2011-2016
5. Ordinance, 1st Reading
Budget Revision #3 for 2010 Fiscal year
6. Ordinance, 1st Reading
Increase Business License Fees

Other Items:

- City Manager Report
- Staff/Dept Head Reports
- Council Reports
- Other Business
- Executive Session

KELSO CITY COUNCIL
7:00 P.M.

November 2, 2010
REGULAR MEETING

Pastor Mike Speegle, Kelso-Longview Seventh Day Adventist Church, gave the invocation. Mayor David Futcher led the flag salute. The Regular Meeting of the Kelso City Council was called to order by Mayor Futcher. Councilmembers in attendance were: Futcher, Karnofski, Schimmel, Myers, McDaniel, Roberson, and Webb.

Minutes: There were no additions or corrections to the minutes. It was the consensus of the Council to approve the minutes for the 10/19/10 Regular Meeting.

CONSENT AGENDA:

1. **Planning Commission 2011 Recommended Work Schedule**
2. **Approval of Change Order and Closeout of 2009/2010 Kelso Citywide Overlay, Project No. 580901, in the amount of \$1,182,867.22**
3. **Agreement/Lease with General Growth Properties, dba Three Rivers Mall, to lease 11,627 sq. Ft. area for the Kelso Library**
4. **Lower Columbia Fish Recovery Board Appointments: Sherry Brown, Arne Mortensen, and Trent McGhee**
5. **New Liquor License Application: JV Liquidator, 204 S. Pacific Avenue**

Councilmember Myers requested the removal of item No. 1 from the Consent Agenda, so it can be considered separately in Council Business.

Upon motion by Councilmember Myers, seconded by Councilmember Roberson, 'Approve the remaining items on the Consent Agenda,' motion carried all voting yes.

CITIZEN BUSINESS:

Mark Smart, 2039 Crestwood Lane, spoke about wanting to move his aging parents onto his five acre lot so he can have them nearby to care for. Community Development Director Mike Kerins said the Planning Commission Board discussed the possibility of allowing the provision for temporary manufactured homes for an aged or infirmed relative on lots larger than two acres. The Planning Commission voted 3 to 3 to review the provision that will allow extra temporary housing on lots larger than two acres. Due to the outcome of the vote, staff recommended elimination of the item from the work agenda. Mayor Futcher mentioned that the Councilmembers will be discussing the Planning Commission Work Schedule after the Airport Hangar Rent Proposal and thanked Mark Smart for his input.

COUNCIL BUSINESS:**Proposal to Roll Back the Rental Rate for Hanger Row "A" to the 2009 Rate:**

Public Works Director David Sypher spoke about the proposal to roll back the rental rate for hangar row "A" to the 2009 rate level at \$274.39 a month. **Upon motion by Councilmember Myers, seconded by Councilmember Roberson, 'Roll back to the 2009 rates on "A" Hangars.'** Lengthy discussion followed.

Jeff Powell of Prime Development spoke from the audience against rolling back the rent for city hangars because it would be harder to rent his hangars. Prime Development built hangars with the expectation of renting them for \$350 per month, but is only renting for \$285. They built 10 additional hangars to keep from losing funding, but this endeavor was not successful because some things didn't transpire such as: Extending the runway, the removal of the Sullivan hangars and getting a site that was ready to build on.

Lengthy discussion followed.

Jerry Sorrel, formerly employed with Council of Governments worked on the Airport Master Plan for two years, spoke from the audience about the plan which includes additional property acquisition in the northwest corner and the eventual removal of the Sullivan hangars along with some other hangars that are in the airspace.

Discussion continued.

Dwight Irby, 6114 Willow Grove Rd., Longview, of Experimental Aircraft Association, spoke from the audience in favor of the rates being rolled back on the "A" hangars.

Henry B. Schmitt, 79 Blue Heron Drive, Longview, spoke from the audience about the aviation industry going through tough times with no signs of getting better until the economy turns around.

Discussion followed.

Mayor Futch reminded Councilmembers of the motion, which is to carry out the recommendation of the Airport Board to roll back the rate increase on the "A" hangars to the 2009 rates. Councilmembers McDaniel and Futch voted yes. Councilmembers Karnofski, Myers, Roberson, Schimmel and Webb voted no. **Motion failed 2 to 5.**

Planning Commission 2011 Recommended Work Schedule (Pulled from the Consent Agenda). Mayor Futch spoke about (Item C) on the work schedule which is to consider the elimination of the ground floor in a four block area of downtown. This area is currently reserved for retail and other pedestrian related uses for the purpose of

downtown revitalization. After discussion and listening to testimony from the public, the Planning Commission voted (5 to 1) not to consider any changes to downtown uses.

Upon motion by Councilmember McDaniel, seconded by Councilmember Roberson, **'Approve the work list, but consider the provision for temporary manufactured homes for an aged or infirmed relative on lots larger than two acres (Item D).'**

Community Development Director Mike Kerins, spoke about the issue which had to do with the number of large lots that would be applicable to (Item D); however, those lots could be easily identified. The Planning Commission staff could come up with the appropriate measures to include this provision in our code.

Councilmember Schimmel spoke about (Item C) and mentioned that the Victory Center is not the only issue in regards to that consideration. There are some private businesses that would like to be located downtown. Discussion followed.

Upon motion by Councilmember Schimmel, seconded by Councilmember Webb, **'Amend the original motion to include a direction to the Planning Commission to also consider Item C.'** Discussion followed. Councilmembers Schimmel, Myers, and Webb voted yes. Councilmembers McDaniel, Roberson, Karnofski, and Futchter voted no. **Motion failed 4 to 3.**

Mayor Futchter restated the original motion which is to approve the work list, but consider the provision for temporary manufactured homes for an aged or infirmed relative on lots larger than two acres (Item D) . Discussion followed. **Motion carried, all voting yes.**

MANAGER'S REPORT:

Dennis Richards: 1) Again this year Kelso High School DECA Club cleaned up the city on October 16th. Approximately 150 students picked up enough trash to fill four industrial-sized dumpsters. 2) We have four people interested in the early retirement offer. 3) We will have our Budget Hearing on Thursday, November 4th, at 6:00 p.m. 4) I will be on vacation for the next two weeks. Chief Hamilton will be the Person in Charge the first week and David Sypher will be the Person in Charge the second week. 5) A short Executive Session will be needed. 6) The old Hilander building sold.

STAFF REPORTS:

Janean Parker: No report

David Sypher: 1) Senior Engineer Mike Kardas has been working hard with our Metropolitan Planning Organization to get us some money for West Main. Today we received a letter stating we will be getting \$1.5 million dollars. With some other funding,

we should get Phase 1 of the project done. 2) We had decided to decline the \$300,000 Burlington Northern grant for crossing near city hall. We received confirmation that we will be able to transfer that grant to investigate a crossing down on the southern end of town.

3) Our 2011 overlay project is beginning to get selected from our new condition survey. 4) Our CIP list for 2011 is getting laid out now. 5) We are trying to keep the streets clean from leaves in town. 6) Councilmember Myers spoke about seven lights that are out at the depot on the train platform. David said they are having trouble getting parts for them.

Michael Kerins: No report

Cindy Donaldson: 1) We had three Halloween parties last week with 175 kids attending. 2) Some children from daycares scheduled to tour the library and have story time.

Andrew Hamilton: 1) Captain Verne Thompson retired this week from the City with twenty-eight years of service with the Kelso Police Department. Captain Thompson will be the Chief of Police in Eagle Point, Oregon. 2) Halloween kept our officers busy. Everything was safe. 3) Shop with a Cop is in full swing. BeBe McFall is in charge of that program. 4) We have great people working in the Kelso Police Department and we will be glad when the budget issues are over.

Brian Butterfield: No report. Mayor Futch asked Brian about how some of the ballot measures concerning the purchase of liquor would impact the City. Brian gave several scenarios and spoke about the revenue that would potentially be lost. Mayor Futch also thanked Brian for all the hard work on the Budget.

COUNCIL REPORTS:

John Karnofski: No report

Rick Roberson: Reminder for the Community Chat at the Wallace Elementary School on November 17th at 6 p.m. Thanked staff for the time they took looking up some of the handouts he wanted to give.

Dan Myers: Commented on the Halloween Haunting that was down town. He gave highlights on the latest management report to CAP: The Department of Commerce is implementing a 6.28% budget cut to state and general funds effective Oct 1st. CAP has met twice with the architects and is on their way to getting plans drafted on the rehab of a building for the new bistro at 413 S Pacific Ave. The CAP Foundation Dinner, their major fundraising for the year, is on November 13th. The Walk and Knock Food Drive is Saturday December 4th. Work is ready to start on the first house in the Neighborhood Stabilization Program.

Todd McDaniel: November 17th is the Transit Board Meeting. There is a Veterans Assembly at Kelso High School on November 10th. Kelso Football Team is playing Seattle Prep at Seattle Center Stadium at 4:00 p.m. on Saturday, November 6.

John Karnofski added that from the CUBS Board, bus routes 10 and 11 have been adjusted to go by the new Super Wal-Mart. Dan Myers would like to encourage CUBS to get the bus to stop by the train depot again.

James Webb: No report.

Gary Schimmel: No report.

David Fatcher: No report.

EXECUTIVE SESSION:

The Council convened into Executive Session at 8:14 p.m. to discuss a personnel issue. The Executive session is expected to last approximately five minutes and no action will be taken. At 8:20 p.m. the Council convened into Regular Session.

There being no further business, Mayor Fatcher adjourned the meeting at 8:20 p.m.

MAYOR

CITY CLERK

PUBLIC HEARING – 2011-2012 BIENNIUM BUDGET

Mayor Fatcher opened the public hearing at 6:00 p.m. Finance Director/City Clerk Brian Butterfield gave the highlights of the 2011-2012 Preliminary Budget.

- The spending of reserves is expected to exceed \$1.5 million for the fiscal years 2008, 2009 and 2010 combined.
- A 0% pay increase for all employees.
- Elimination of 13 staff positions.
- Booking restrictions implemented to cut jail and court costs.
- The Police Department will not be getting a new vehicle in 2011.
- The Library is the only department not effected by staff reductions.

Rick Von Rock, 400 N 7th, asked which positions are going to be cut.

Finance Director Brian Butterfield commented that it is at the discretion of the Department Head as to which employees will be laid off. Following is a list he gave of the reduction to each department:

Community Development Department – 2 Full-Time positions

Finance Department – 1 Full-Time position

Parks Department – 1.75 positions

Police Department – 6 Full-Time positions, 2 due to early retirement and 4 due to lay-offs.

Public Works Department - The entire Street Department will be eliminated. The Traffic Department will be reduced to 1 Full-Time position and summer part-time help.

There were no more comments from the public. Mayor Fatcher closed the Public Hearing at 6:07 p.m.

TOPIC OF DISCUSSION: BUDGET WORK SHOP

Councilmember McDaniel asked Brian Butterfield what is our fund's ending balance. Brian commented that the undesignated/unreserved fund balance is budgeted to be at \$1.2 million at the end of 2010 but we may fall under that. Mayor Fatcher asked what would be a reasonable level of unrestricted/undesignated reserves. Brian commented that in his opinion, we should have 3 months of operations in case something catastrophic occurs. Brian also stated that 3 months of operations is pretty conservative. Discussion followed.

Councilmember McDaniel spoke of employee's contribution to medical costs. Brian said the Teamsters and Public Works union pay a portion of their medical costs. The Police Department and non-represented employees do not.

Councilmember Webb asked Chief Hamilton how police services will be affected due to staff reductions. Chief Hamilton spoke of the department being short 2 – 3 people due to transfers and sick-time right now. If lay-offs occur, we will lose 5 – 6 patrol officers. The Police Department provides various in-person services, some of these services will need to be reevaluated.

Council discussion followed and it was the consensus of the council that they would support dipping into the general reserves up to \$115,000 for 2011 and \$230,000 in 2012, if the police department were to take a 5 % reduction in pay to save four jobs.

Brian Butterfield spoke of the reserves for the Airport Fund. If the Airport spends down all the reserves by the end of the next two years, they may need more money than the usual \$20,000 we contribute in the next budget. David spoke of a new entity managing the Airport. The 2011-2012 Preliminary Budget showed a \$4,000 decrease to the usual \$20,000 contribution. Council discussion followed and it was the consensus of the council to adjust the contribution to \$20,000 to the Airport Fund.

Brian Butterfield said to expect rate increases beyond 2012 in the Drainage Fund. David Sypher commented that he will be coming to council with rate reviews for their consideration.

Mayor Fletcher spoke of the need to consider employee medical contributions or a reduced health plan in the next negotiations with the Police Department. Discussion followed.

Motion by Councilmember Schimmel seconded by Councilmember McDaniel; adjourn the meeting at 7:00 p.m.

MAYOR

CITY CLERK

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Public Hearing to adopt a revised Six-Year
Transportation Improvement Program
(2011-2016)

Agenda Item: _____

Dept. of Origin: Public Works Department

For Agenda of: November 16, 2010

City Manager: Dennis Richards

PRESENTED BY:

David M. Sypher, P.E.
Public Works Director

AGENDA ITEM ATTACHMENTS:

Resolution and Program

SUMMARY STATEMENT:

Each year the City is required to adopt a Six-Year Transportation Improvement Program (TIP). This program is developed by the Public Works Department for approval by the City Council and then is forwarded to the Cowlitz-Wahkiakum Council of Governments (CWCOG). The CWCOG combines it with the County's and Longview's programs and forwards the combined program onto the Washington State Department of Transportation (WSDOT). WSDOT combines all of the programs from all of the jurisdictions into a single statewide TIP to meet the federal requirements. The program is important to the City because it is the mechanism for receiving State and/or Federal Funding for the transportation projects.

The West Main Re-alignment project is currently identified in the TIP. Recently the CWCOG has allocated an additional \$1.5 million to the project. The financial information in the TIP must be revised to reflect this change. The money will be allocated toward construction of Phase 1.

The Burlington Northern Santa Fe (BNSF) Railroad Pedestrian Crossing Project was originally added to the TIP in June of 2008. The project scope was to provide a grade separated crossing of the BNSF railroad in the vicinity of the Allen Street Bridge. The available money was not sufficient to both design and construct a new pedestrian structure. Future funding for the project appeared unclear and the demand for such a crossing was uncertain. Council decided not to move forward with the project. Staff lobbied to have the money re-directed to fund an engineering study of possible vehicle crossings of the railroad in the South Kelso area. We recently received permission to re-allocate the original money to the proposed engineering study. The City must delete the Burlington Northern Santa Fe (BNSF) Railroad Pedestrian Crossing Project from the 2011 TIP and add a new project known as South Kelso Railroad Crossing Study.

At this time, we are asking for an update to facilitate the on-going progress of West Main Re-alignment Project and to initiate work on the South Kelso Railroad Crossing Study.

RECOMMENDED ACTION:

Staff is requesting adoption of the Resolution for the revised Six-Year Transportation Improvement Program (2011-2016).

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF KELSO, WASHINGTON,
ADOPTING A REVISED SIX-YEAR TRANSPORTATION
IMPROVEMENT PROGRAM FOR CONSTRUCTION OF STREET
IMPROVEMENTS, AS MORE PARTICULARLY DESCRIBED HEREIN.**

WHEREAS, on the 17th day of August, 2010, the City Council approved Resolution No. 10-1025 which adopted the Six-Year Transportation Improvement Plan; and

WHEREAS, the City finds that it needs to change its Six-Year Transportation Improvement Program again to revise the descriptions and financial allocations to reflect changes in project progress for the West Main Re-alignment and the deletion of the Burlington Northern Santa Fe (BNSF) Railroad Pedestrian Crossing Project and addition of the South Kelso Railroad Crossing Study; now, therefore,

THE CITY COUNCIL OF THE CITY OF KELSO DO HEREBY RESOLVE:

SECTION 1. That the attached list of streets and project improvements for the same, marked "Exhibit A", and by this reference incorporated herein, be and the same is hereby adopted as the ensuring Revised Six-Year Transportation Improvement Program for improvement of arterial streets.

ADOPTED by the City Council and **SIGNED** by the Mayor this ____ day of _____, 2010.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Washington State Department of Transportation

Exhibit A

Six Year Transportation Improvement Program

From 2011 to 2016

Agency: Kelso

Co. No.: 08 Co. Name: Cowitz Co.

City No.: 0605 MPO/RTPO: CWSG

Hearing Date: 8/17/2010 Adoption Date: 8/17/2010

Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars														Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
							Fund Source Information						Expenditure Schedule (Local Agency)				Envir. Type	RW/ Required Date (MM/YY)								
							Federal Funding			State Funds			Local Funds		Total Funds	1st			2nd	3rd	4th Thru 6th					
							Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Funds													
1	2		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21						
17	1	Yew Street Reconstruction Phase I Yew Street from: S Pacific Avenue to: 7th Avenue Rehabilitate sidewalk, storm system and roadway	03	S	.25	P T	PE CN 4/1/2011 4/1/2015 4/1/2015	STP(U) STP(U) STP(E)	19 522 37	AIP AIP			37 82 37	56 604 37	56 604 37				CE	No						
Totals							578						119				697		697							
17	2	Redpath Street Sidewalks Redpath Street from: N Kelso Avenue to: N Pacific Avenue Installation of 5 foot sidewalk and pole relocation as needed	06	P	.27	C P T	PE RV CN 1/1/2012 4/1/2012 8/1/2012			PSMP PSMP PSMP	33 120 184	7 30 46	40 150 230	40 30 30	120 230				CE	Yes						
Totals							337						83				420		70		350					
17	3	Kelso Drive Bridge Repair Kelso Drive from: 39.26 to: 39.26 Paint and repair steel bridge	10	P	490'	S	PE CN 1/1/2012 7/1/2012			WSDOT	45 555		45 555	45 555					EA	No						
Totals							600						600				600		600							
00	4	Riverfront Park Pedestrian Access from: 1st Avenue to: Cowitz River Ped Path construct pedestrian crossing of the railroad tracks	32	P	.1	P	PE CN 1/1/2012 7/1/2012			OTHER OTHER	30 170		30 170	30 170					CE	Yes						
Totals							200						200				200		200							



Washington State Department of Transportation

Six Year Transportation Improvement Program

Agency: Kelso

Co. No.: 08 Co. Name: Cowitz Co.

City No.: 0605 MPO/RTPO: CMC

Hearing Date: 11/16/2010 Adoption Date: 11/16/2010
Amend Date: Resolution No.:

From 2011 to 2016

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars										Federally Funded Projects Only
							Fund Source Information						Expenditure Schedule (Local Agency)				
							Project Phase (mm/dd/yyyy)	Federal Funding		State Fund	State Funds	Local Funds	Total Funds	1st	2nd	3rd	

1	2		3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
14	5	West Main Street Realignment West Main Street from: SR 4 (Covilliz Way) to: SR 411 (SW 1st Avenue) Realignment of West Main street to ease traffic congestion	02	S		C P T	PE RV CN 1/1/2011 4/1/2012 4/1/2012	DEMO DEMO STP(U)	700 500 1500					203	700 703 1500	500 703 1500				CE	Yes
Totals							2,700 203 2903 500 2403														
00	6	South Kelso Railroad Crossing Study Hazel Street from: Hazel Street to: Hazel Street Develop preliminary design for grade separated vehicle crossing over BNSF Railroad Funding is from the High Speed Rail Program	23	S			PE CN 1/1/2011	STP(S)	300						300	300				CE	No
Totals							300 300 300														
17	7	Ross Avenue Widening - Phase 1 Ross Avenue from: Redpath Street to: Division Street Widen roadway, construct curb & gutters, sidewalk and drainage	04	P	.42	C G P T	PE CN 1/1/2012 1/1/2013	STP(U) STP(U)	42 49					8 276	50 325		50 325			CE	No
Totals							91 284 375 50 325														
16	8	Talley Way Bridge Talley Way from: .05 to: .05 Widen or Replace	09	P	2.45	W S C G O T P	PE CN 1/1/2012 1/1/2014		450 2550					150 850	600 3400	600 3400				EIS	No
Totals							3,000 1000 4000 600 3400														



Washington State Department of Transportation

Six Year Transportation Improvement Program

Agency: Kelso

Co. No.: 08 Co. Name: Cowlitz Co.

City No.: 0605 MPO/RTPO: CWCG

Hearing Date: 8/17/2010 Adoption Date: 8/17/2010
Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs In Thousands of Dollars												Expenditure Schedule (Local Agency)				Federally Funded Projects Only			
							Project Phase <i>(mm/dd/yyyy)</i>	Fund Source Information					Expenditure Schedule (Local Agency)				Env'r. Type	Required Date <i>(MM/YY)</i>								
								Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd			4th Thru 6th							
								Federal Fund Code	Federal Cost by Phase																	
1	2		3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21					
16	9	Allen Street Sidewalks Allen Street from: Swanson Road to: Crescent Avenue Install sidewalk and handicap ramps on the north side of Allen Street	06	P	.5		PE RVW CN	1/1/2012 4/1/2012 1/1/2013				PSMP PSMP PSMP	12 112 86	3 28 22	15 140 108		15 100 108				CE	Yes				
Totals							210										53				263		115		108	
00	10	Cowlitz River Bike/Pedestrian Path - Phase 2 Cowlitz River Dike from: Yew Street to: Coweeman River	32	P	3	P	PE CN	7/1/2011 1/1/2012	STP(E) STP(E)	46 462				14 134	60 596		60 569				CE	No				
Totals							508										148				656		60		569	
17	11	Harris Street Road Guardrail Harris Street from: Corduroy Road to: Edinburgh court Install guardrail along the south side of the road to prevent vehicles from leaving the roadway in wet and icy conditions	12	P	.1		PE CN	7/1/2012 8/1/2012			WSDOT WSDOT	8 65	2 10	10 65							CE	No				
Totals							63										12				75		75		37	
16	12	Grade S/Sth Ave/Oak Street Intersection Reconfiguration Grade S/Sth Ave from: Intersection with Oak St. to: Modify intersection to improve traffic operations	12	P	.5	P	PE CN	1/1/2012 7/1/2012	STP(U) STP(U)	75 426				12 67	87 493		50 493				CE	No				
Totals							501										79				580		50		530	



Washington State Department of Transportation

Six Year Transportation Improvement Program

From **2011** to **2016**

Agency: Kelso
Co. No.: 08 Co. Name: Cowlitz Co.
City No.: 0605 MPO/RTPO: CWCG

Hearing Date: 8/17/2010 Adoption Date: 8/17/2010
Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars												Federally Funded Projects Only				
							Fund Source Information						Expenditure Schedule (Local Agency)										
							Federal Funding			State Funds			Local Funds			Total Funds				Expenditure Schedule (Local Agency)			
							Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type		R/W Required Date (MM/YY)			
1	2		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21			
17	13	Kelso Dr. Resurfacing - south section Kelso Drive from: 'S' Curves Resurface existing roadway to: SR 432	07	P	1		PE 1/1/2011 CN				CHAP CHAP 111 1156			111 1156				111 1156	CE	No			
14	14	N Kelso Ave Flashing Crosswalk N Kelso Avenue from: Division Street Install in-pavement flashing crosswalk at an existing midblock crosswalk to increase pedestrian visibility to: Huntington Middle School	12	P	.01	P	PE 1/1/2011 CN				PSMP PSMP 4 22		1 8	5 30				5 30	CE	No			
17	15	Conduway Road Reconstruction Conduway Road from: Allen Street to: Harris Street Rd Reconstruction of roadway to urban standards including sidewalks, curb & gutter and drainage system.	03	P	.28	P S T W	PE 6/1/2012 RMV 1/1/2013 CN		STP(U)		AIP AIP 80 620	20 40 155	100 200 775					100 100 775	CE	Yes			
16	16	N Pacific Avenue Reconstruction - Phase 2 N Pacific Avenue from: Redpath Street to: Barnes Street Widen roadway; construct curb & gutter, sidewalks and storm drainage	03	P	.4	C P T W	PE 1/1/2012 CN 7/1/2013				AIP AIP 138 891	35 249	173 1140					173 1140	CE	No			
Totals							1029						284				1313						



Washington State Department of Transportation

Six Year Transportation Improvement Program

From **2011** to **2016**

Agency: Kelso
Co. No.: 08 Co. Name: Cowlitz Co.
City No.: 0605 MPO/RTPO: CWCG

Hearing Date: 8/17/2010 Adoption Date: 8/17/2010
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Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars												Expenditure Schedule (Local Agency)				Federally Funded Projects Only				
							Project Phase (mm/dd/yyyy)	Fund Source Information					Expenditure Schedule (Local Agency)				Envir. Type (MM/YY)	R/W Required Date (MM/YY)									
								Federal Funding Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd			4th Thru 6th								
1	2		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21							
17	17	Seventh Ave & Walnut St. Improvements 7th Avenue and Walnut street from: Yew street Widen roadway, install curb & gutter, sidewalks and drainage system and overlay existing pavement	04	P	.55		PE CN	7/1/2012 7/1/2013	STP(U)		AIP	124 1174	32 293	158 1467					CE	No							
17	18	Minor Road Improvements Minor Road from: Allen Street Resurface roadway, install drainage and sidewalks	07	P	.55		Totals												1298				325	1623	1623	CE	No
17	19	Ross Avenue Widening -Phase2 Ross Avenue from: Division Street Reconstruct roadway with a wider section, install curb & gutter, sidewalk and drainage system	03	P	.3	C P G T	Totals												792				114	906	906	CE	Yes
16	20	7th Avenue Resurfacing 7th Avenue from: Cowlitz Way Asphalt overlay, drainage improvements and handicap ramp upgrades	07	P	.5	P	Totals												1,010				145	1155	1155	CE	No
							Totals												460				115	575	575		



Washington State Department of Transportation

Six Year Transportation Improvement Program

From 2011 to 2016

Agency: Keelo
Co. No.: 08 Co. Name: Cowlitz Co.
City No.: 0605 MPO/RTPO: CWCG

Hearing Date: 8/17/2010 Adoption Date: 8/17/2010
Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars												Federally Funded Projects Only			
							Fund Source Information						Expenditure Schedule (Local Agency)				Envir. Type	Required Date (MM/YY)				
							Federal Funding			State Funds			Local Funds	Total Funds	1st	2nd			3rd	4th Thru 6th		
							Project Phase Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds											
1	2		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
17	21	Keiso Dr/Carrolls Rd Intersection Improvements Keiso Drive from: Carrolls Drive Realign Intersection and install left turn pocket	12	P	.1	P	PE CN	7/1/2012 1/1/2013	STP(U) STP(U)	35 350			5 50	40 400				40 400	CE	No		
Totals							385						55				440					
16	22	South Pacific Avenue Widening - Phase 1 South Pacific Avenue from: Yew Street Widen roadway, construct curb & gutter, sidewalk and drainage	04	P	.89	C P T	PE CN	1/1/2012 1/1/2013			AIP AIP	78 572	20 143	98 715				98 715	CE	No		
Totals							650						163				813					
00	23	Coveaman River Elko/Pedestrian Path Coveaman Dike from: Allen Street Install illumination and path along top of existing dike	32	P	1.75	P	PE CN	7/1/2012 1/1/2013	STP(E) STP(E)	30 295			7 75	37 370				37 370	CE	No		
Totals							325						82				407					
17	24	Old Highway 99 Resurfacing Old Highway 99 from: SR 432	05	P	1	P	PE CN	7/1/2012 1/1/2013	STP(U) STP(U)	144 1015			21 145	165 1160				165 1160		No		
Totals							1,159						166				1325					



Washington State Department of Transportation

Six Year Transportation Improvement Program

From **2011** to **2016**

Agency: Kelso
Co. No.: 08 Co. Name: Cowilliz Co.
City No.: 0605 MPO/RTPO: CWCG

Hearing Date: 8/17/2010 Adoption Date: 8/17/2010
Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs In Thousands of Dollars												Federally Funded Projects Only						
							Fund Source Information						Expenditure Schedule (Local Agency)												
							Project Phase <i>(mm/dd/yyyy)</i>	Federal Funding		Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd		4th Thru 6th	Envir. Type	RMV Required Date <i>(MM/YY)</i>			
1	2		3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21				
17	25	Long avenue improvements from: Cowilliz Way Addition of a second northbound lane by minor widening and resurfing	05	P	2		PE CN	7/1/2012 1/1/2013	STP(U) STP(U)	7 55				2 9	9 64					CE	No				
Totals							62						11						73						
17	26	Sunrise Street Resurfacing from: Jones Road Resurface roadway, construct sidewalks and handicap ramp	07	P	.5	P T C	PE CN	7/1/2012 1/1/2013	STP(U) STP(U)	70 498				10 72	80 570					CE	No				
Totals							568						82						650						
16	27	South Pacific Avenue Widening - Phase 2 South Pacific Avenue from: Willow Street Widen roadway, install curb & gutter, drainage system and sidewalk, and overlay roadway	04	P	.43	C P T	PE RW CN	1/1/2012 6/1/2012 4/1/2013	STP(U) STP(U) STP(U)	437 875			109	16 63 125	125 500 1000					EA	Yes				
Totals							1,312						109						1625						
16	28	Talley Way Improvements Talley Way from: Coveeman River Widen roadway construct curb & gutter, drainage system and sidewalk	04	P	.5	C G P T	PE	1/1/2013				AIP	400	100	500					CE	No				
Totals							400						100						500						



Washington State Department of Transportation

Six Year Transportation Improvement Program

Agency: Kelso

Co. No.: 08 Co. Name: Cowitz Co.

City No.: 0605 MPO/RTPO: CWCWG

Hearing Date: 8/17/2010 Adoption Date: 8/17/2010

Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	B. Bridge No.	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars										Expenditure Schedule (Local Agency)				Federally Funded Projects Only					
								Project Phase (mm/dd/yyyy)	Fund Source Information					Expenditure Schedule (Local Agency)				Envir. Type	R/VV Required Date (MM/YY)								
									Federal Funding Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd			4th Thru 6th							
1	2			4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21						
17	29	Carroll Road Improvements Carroll Road from: Kelso Drive Widen lanes to 12-foot, install drainage, replace guardrails and sidewalks, and overlay roadway	to: City Limits	07	P	.5	P T	PE CN	7/1/2013 12/1/2013	STP(U) STP(U)	136 980			19 140	155 1120					CE	No						
Totals								1,116					159					1275									
17	30	Columbia Heights/Fishers Lane Intersection Improvements Columbia/Fishers Intersection from: Columbia Heights Intersection Improvements (Kelso/Longview Project)	to: Fishers Lane	12	P	.1	C G P T	PE CN	7/1/2013 12/1/2013	STP(U)		AIP	23 209	6 52	23 261					CE	No						
Totals								232					58					290									
17	31	Mill Street Widening Mill Street from: S Pacific Avenue Widen roadway, overlay existing asphalt. Existing sidewalks will be replaced as needed and new handicap ramps will be installed.	to: 13th Avenue	04	P	.15	P T C	PE CN	7/1/2012 1/1/2013	STP(U) STP(U)	61 376			9 54	70 430					CE	No						
Totals								437					63					500									
06	32	13th Avenue - Colorado to Grade St. Reconstruction 13th Ave from: Colorado St. to: Grade St. 13th Avenue Reconstruction from Colorado St. to Grade St. Reconstruct 13th Avenue Roadway, install curb/gutter, sidewalks, illumination, and 13th/Grade Traffic Signal.		03	P	1.0		PE CN	7/1/2012 4/1/2013	STP	1518375 4250000			286125 750000	1787500 5000000					CE	Yes						
Totals								5,784,219					1380625					7150000				6/1/2012					
Grand Totals for Kelso								5,784,219					7,741,384.95					2,967				6503		3,034		7,163.8	

PROCLAMATION

International Education Week

November 15-19, 2010

Whereas, The U.S. Department of State joins with the U.S. Department of Education to mark the 10th Annual International Education Week and to emphasize the importance of international education and exchange in establishing mutual respect and understanding among people around the world; and

Whereas, the challenges of the 21st century cannot be addressed by government alone; and

Whereas, Our public-private partnerships with non-governmental organizations, businesses, educational institutions and communities are more important than ever to effective public diplomacy; and

Whereas, Educational institutions, primary and secondary schools, vocational schools, colleges and universities have always played a key role in opening minds and creating global awareness, and have traditionally been among the State Department's strongest partners in shaping the citizen diplomat; and

Whereas, Schools, universities, non-profit organizations, community groups and businesses around the world participate in International Education Week annually to celebrate the benefits of exchange; and

Whereas, During International Education Week, we have the opportunity to highlight for the citizens of other countries the value of experiencing an American education and American culture firsthand, and to demonstrate to American students the value of studying abroad and hosting international exchange students.

Now, Therefore, I, David Futcher, Mayor, do hereby proclaim November 15-19, 2010, as

International Education Week

In Kelso, Washington, and encourage Americans and our friends around the world to become involved in this celebration.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Kelso to be affixed this 16th day of November, 2010

David Futcher, Mayor

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into this ____ day of _____, 2010, between the CITY OF KELSO, a municipal corporation, referred to as CITY and COWLITZ 2 FIRE & RESCUE, a municipal corporation, referred to as "DISTRICT."

Due to the current distressed economic conditions, the CITY and the DISTRICT agree that the current annual fee of \$300,000 identified in the Interlocal Agreement for Fire and Emergency Medical Services with the CITY dated January 1, 1991, will be temporarily reduced to \$240,000 for the 2011 budget year. Effective January 1, 2012, the Interlocal Agreement fee shall be restored to the full \$300,000 unless otherwise agreed to in writing after further negotiation between the parties. This MOU will not alter other provisions of the Agreement.

DATED this ____ day of _____, 2010.

CITY OF KELSO:

COWLITZ 2 FIRE & RESCUE:

City Manager

Chief

City Clerk

Secretary

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Agreement – WSDOT Traffic Signals General
Maintenance Agreement

Agenda Item: _____

Dept. of Origin: Engineering

For Agenda of: November 16, 2010

Cost of Item: _____

PRESENTED BY:

David M. Sypher, P.E.
Public Works Director

City Manager: Dennis Richards

AGENDA ITEM ATTACHMENTS:

Proposed WSDOT Traffic Signals General Maintenance Agreement No. GM 01570
Exhibit A – Estimated Annual Costs

SUMMARY STATEMENT:

The attached agreement provides for Washington State Department of Transportation (WSDOT) to perform annual and emergency traffic signal operation and maintenance work for the city on Allen Street, Redpath Street, Grade Street, and West Main Street traffic signals.

The attached agreement updates the July 28, 1981 Agreement GM 01099 between WSDOT and the City.

FINANCIAL SUMMARY:

Per Exhibit A, the estimated annual cost for WSDOT to maintain and operate the traffic signal systems for the City on Allen Street, Redpath Street, Grade Street and West Main Street is \$2,384.00. The traffic signal system emergency maintenance cost is unknown. It could be substantial or negligible depending on circumstances.

RECOMMENDED ACTION:

Staff recommends council make a motion approving the City Manager's signature on the proposed WSDOT Agreement.

AGREEMENT NO. GM 01570

STATE OPERATION AND MAINTENANCE OF CITY-OWNED TRAFFIC SIGNAL SYSTEMS

This Agreement is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "STATE," and the City of Kelso, a Washington municipal corporation, hereinafter the "CITY."

WHEREAS, the CITY does not have sufficient staff and adequate equipment to perform the work described herein, and

WHEREAS, on July 28, 1981, the CITY and STATE entered into agreement GM 01099, which provided for STATE operation and maintenance of a traffic signal system on a city street, located at the intersection of Pacific Avenue and Allen Street, and

WHEREAS, the signal system located at the intersection of Pacific Avenue and Allen Street has been removed and is no longer being operated or maintained by the STATE, and

WHEREAS, subsequent amendments to GM 01099 provided for STATE operation and maintenance of three additional traffic signal systems on city streets, located at the intersections of Allen Street and Kelso Drive, 13th Avenue and Grade Street, and N. Kelso Drive and Redpath Street, and

WHEREAS, the CITY has now requested the STATE to operate and maintain one additional traffic signal system not provided for in agreement GM 01099 or amendments thereto, and

WHEREAS, the CITY and STATE desire to enter into a new Agreement to define all CITY-owned traffic signal systems to be operated and maintained by the STATE, meet current practices, and update the estimated annual costs, and

WHEREAS, both Parties wish to terminate agreement GM 01099 upon execution of Agreement GM 01570. This Agreement will provide for continued STATE operation and maintenance of the traffic signal systems now covered under the amendments to agreement GM 01099, one additional traffic signal system, and any future signal system additions or deletions, as well as repair or replacement of existing signal systems, and

WHEREAS, it would be to the mutual benefit of the STATE and the CITY for the STATE to perform the operation and maintenance of certain CITY-owned traffic signal systems to the extent set forth in this Agreement, and to establish, in writing, each Party's responsibility,

NOW, THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein or attached and made a part hereof,
IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

- 1.1 The STATE agrees to perform, at CITY expense, certain maintenance and operation activities on identified CITY-owned traffic signal systems as listed in Exhibit A, which is attached hereto and by this reference made part of this Agreement.
- 1.2 The CITY and STATE will meet as necessary to coordinate system changes and address maintenance and operations issues for certain CITY-owned traffic signal systems. The CITY shall retain ownership of said traffic signal systems. The STATE will coordinate review of proposed changes to these systems with the CITY prior to implementation, unless extraordinary circumstances require the STATE to make changes to such systems without the CITY's prior concurrence. In the event a condition exists resulting from storm damage, third party damage, or other extraordinary reason, the STATE may remove any obvious and immediate traffic hazards before notifying the CITY. The STATE is responsible for implementing and maintaining necessary traffic control from the point at which the condition is identified, at CITY expense, until the CITY has had time to respond with its own traffic control measures after STATE notification.

2. STATE RESPONSIBILITIES

Subject to the terms of this Agreement, the STATE, solely at the cost and expense of the CITY, agrees to operate and maintain the traffic signal systems by performing the tasks following:

- 2.1 Provide Routine Maintenance and Operation:
 - a. Signal phasing and timing plans and adjustments thereto. The CITY's Public Works Director or designee shall review any proposed revision before signal timing or phasing is implemented.
 - b. Removal and replacement of failed components (i.e. load switches, loop amplifiers, conflict monitors, illumination, etc.). The components installed by the STATE shall be furnished by the CITY, or the STATE may elect to furnish the components, and the CITY agrees to reimburse the STATE.
 - c. Routine preventative maintenance, including controller equipment (inside the controller cabinet) and display and detection equipment (including, but not limited to, pedestrian activation buttons, loops, etc.) to the extent consistent with the STATE's current preventative maintenance standards.
 - d. Maintain all associated signal system interconnects.
 - e. Perform locates for underground infrastructure, if requested by the CITY.

- f. Maintain accurate maintenance records, as to the time and materials used in completing the various tasks for each traffic signal system.
- 2.2 Provide Emergency Maintenance: Perform emergency maintenance, at CITY expense, for damage caused by accidents, vandalism, adverse weather or unanticipated forces or actions on the traffic signal systems. Emergency maintenance includes repair or replacement of traffic signal systems, or components thereof, and the necessary traffic control for STATE workers to perform the work. The STATE shall notify the CITY within twenty-four (24) hours of the emergency work and include any information the STATE may possess if the damage was caused by a third party.
- 2.3 Standards: Work to be performed by the STATE will be consistent with current STATE practices for the operation and maintenance of traffic signal systems as follows:
 - a. Components employed in traffic signal systems, Intelligent Transportation Systems (ITS) or any other electrical installation will conform to requirements of WAC 296-46B-901, Traffic Management Systems.
 - b. The STATE shall document work performed in Signal Maintenance Management records.
- 2.4 Invoicing: The STATE is authorized to invoice the CITY for 100% of the actual direct salary and direct non-salary costs for work performed by the STATE. Per reciprocal overhead agreement OH00159, effective September 28, 1995, the STATE agrees to not invoice the CITY its overhead rate.

3. CITY RESPONSIBILITIES

- 3.1 The CITY agrees to reimburse the STATE for the actual direct salary and direct non-salary costs of the work to be performed under this Agreement as shown in Exhibit A and further described in Section 6, "PAYMENT AND RECORDS."
- 3.2 The CITY agrees that it remains the owner of these facilities and agrees to be responsible for the payment of operational power costs of all traffic signal systems covered by this Agreement.
- 3.3 Except as listed in Section 2, the CITY shall provide all other maintenance, operation, repair, and replacement work for traffic signal systems listed in Exhibit A.
- 3.4 The CITY shall be responsible for recovering the costs of damages caused by a third party pursuant to Section 2.2.

4. AMENDMENT: ADDITIONS OR DELETIONS, REPAIR OR REPLACEMENT OF TRAFFIC SIGNALS

- 4.1 Should the CITY request the STATE to include or delete existing traffic signal systems, or perform other traffic signal work not otherwise covered by this Agreement, the STATE may agree to include or delete the traffic signal systems, or perform the extra work at CITY expense. In this event, the Parties agree to amend this Agreement. Said added or deleted traffic signal systems, or extra work shall be mutually agreed upon and incorporated by written Amendment to this Agreement, and signed by authorized representatives of the Parties.
- 4.2 When amended traffic signal work is being performed pursuant to Section 4.1, the CITY agrees, upon satisfactory completion of the work requested pursuant to a properly executed Amendment and receipt of a Notice of Physical Completion of the work performed by the STATE, to deliver a letter of acceptance which shall include a waiver and release of the STATE from all future claims or demands of any nature resulting from the performance of the repair or replacement work under the applicable Amendment.
- 4.3 Prior to work acceptance pursuant to Section 4.2, the STATE and CITY will perform a joint final inspection.
- 4.4 If a letter of acceptance is not received by the STATE within ninety (90) calendar days following the Notice of Physical Completion of the repair or replacement work, the work shall be considered accepted by the CITY, and the STATE shall thereafter be automatically released from all future claims and demands of any nature resulting from the performance of the repair or replacement work under the Amendment.
- 4.5 The CITY may withhold acceptance of work by submitting written notification to the STATE within ninety (90) calendar days following the Notice of Physical Completion of the repair or replacement work. This notification shall include the specific reason(s) for withholding the acceptance.

5. AMENDMENT

- 5.1 Either Party may request changes to the provisions contained in this Agreement. Such changes shall be mutually agreed upon and incorporated by written Amendment pursuant to Section 4, to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties.
- 5.2 A traffic signal system may be deleted from this Agreement at the sole discretion of the STATE upon thirty (30) calendar days written notice to the CITY.

6. PAYMENT AND RECORDS

- 6.1 The current estimated actual direct salary and direct non-salary annual cost of routine maintenance and operation under this Agreement for each signal is shown in Exhibit A. The CITY understands and agrees that the actual costs will rise in subsequent years as materials, wages, and other costs increase.
- 6.2 The CITY agrees to reimburse the STATE for 100% of the actual direct salary and direct non-salary costs of work covered by this Agreement, including additional work provided for under Subsection 2.2 and Section 4. The CITY agrees to make payment to the STATE within thirty (30) calendar days of receiving a detailed STATE invoice.
- 6.3 The CITY agrees that if it does not make payment for 100% of the actual direct salary and direct non-salary costs of work within ninety (90) calendar days after receipt of a STATE invoice, the STATE may deduct and expend any monies to which the CITY is entitled to receive from the Motor Vehicle Fund as provided by RCW 47.24.050 until the invoice(s) is/are paid in full.
- 6.4 During the progress of any and all work performed by the STATE, and for a period of not less than three (3) years from the date of payment to the STATE for that work, the STATE agrees to maintain such records and accounts pertaining to said work for inspection and audit by the CITY.
- 6.5 Copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request to the CITY at the CITY's expense.
- 6.6 If any litigation, claim, or audit is commenced, the STATE shall retain the records and accounts along with supporting documentation until all litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three (3) year retention period.
- 6.7 In the event that it is determined that the CITY has made an overpayment to the STATE, the CITY will provide a detailed invoice to the STATE, explaining the basis for the claimed overpayment. The STATE shall pay the CITY for any STATE-verified overbilling amount within thirty (30) calendar days after the STATE receives such invoice. The STATE agrees that if payment for any STATE-verified overbilling is not made within forty-five (45) calendar days after the STATE has been invoiced for any STATE-verified overbilling amount, the CITY may deduct any STATE-verified overbilled amount from future invoice payments due to the STATE until such overbilled amount is satisfied.

7. RIGHT OF ENTRY

- 7.1 The CITY grants the STATE a right of entry upon all CITY right of way and/or property in which it has an interest for the purpose of performing all work authorized under this Agreement and any Amendments hereto.

8. TERM OF AGREEMENT/TERMINATION

- 8.1 The term of this Agreement shall be for up to one (1) year, beginning on the date last entered below, and ending on December 31 of that year. This Agreement shall automatically be renewed on a calendar year basis unless prior written notice of termination is given by either Party by the preceding November 1 of any such year. Failure of either Party to notify the other of such termination on or before November 1 of any such year shall cause this Agreement to automatically be renewed for the next ensuing calendar year.
- 8.2 Either the STATE or the CITY may terminate this Agreement for any reason with written notice to the other Party at the end of sixty (60) calendar days following receipt of notice or upon CITY's full payment of reimbursable costs. Termination of this Agreement shall constitute termination of all associated traffic signal Amendments. Upon such notice and except as set forth in Section 10 herein, the STATE shall have no further responsibility of any kind or nature regarding the CITY-owned traffic signal systems, including any systems that were added to this Agreement by Amendment.
- 8.3 Upon termination as provided herein, the STATE shall provide a final detailed invoice to the CITY and the CITY agrees to make payment pursuant to Section 6.2.
- 8.4 The Parties mutually agree that (a) upon full execution of this Agreement *and* (b) all payments due and owing are made by the CITY under agreement No. GM 01099 and all amendments thereto, agreement No. GM 01099, dated July 28, 1981, shall automatically terminate as to both Parties and for all work specified therein, regardless of the terms of that agreement. The Parties agree that the STATE shall invoice the CITY and the CITY shall remit payment to the STATE according to Section III of agreement No. GM 01099, prior to the termination of agreement No. GM 01099.

9. DISPUTES

- 9.1 In the event that a dispute arises under this Agreement which cannot be resolved between the Parties, the dispute shall be settled in the manner following: Each Party to this Agreement shall appoint a member to a dispute board. The members so appointed shall jointly appoint a third member to the dispute board who is not employed by or affiliated in any manner with the two (2) Parties to this Agreement. The dispute board shall evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and

binding on the Parties hereto. The CITY and the STATE shall each be responsible for their own costs and shall equally share in the cost of the third board member.

10. LEGAL RELATIONS

- 10.1 Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from the Party's own negligent acts or omissions performed under this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligent acts or omissions. This indemnification shall survive the termination of this Agreement.
- 10.2 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. The Parties shall be responsible for their own attorneys fees and costs.
- 10.3 All claims brought which arise out of, in connection with, or incident to the work to be performed pursuant to the terms of this Agreement will be forwarded to the CITY for initial processing. Any such claims believed to be caused by the concurrent or sole negligence of the STATE will be formally tendered to the Office of Financial Management/of Risk Management Division for processing pursuant to RCW 4.92.100.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

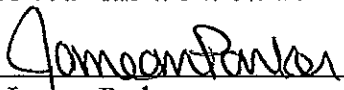
CITY OF KELSO

By: _____
Denny Richards

Title: City Manager

Date: _____

APPROVED AS TO FORM

By: 
Janean Parker

Title: City Attorney

Date: 11-5-10

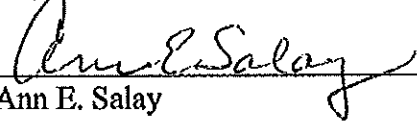
**STATE OF WASHINGTON
DEPT. OF TRANSPORTATION**

By: _____
Chad Hancock

Title: Asst. Regional Maintenance Engineer

Date: _____

APPROVED AS TO FORM

By: 
Ann E. Salay

Title: Assistant Attorney General

Date: 10-19-10

GM01570 EXHIBIT A

Estimated Annual Costs*

Traffic Signal Systems the STATE will be maintaining and operating for the CITY

Location (Street and Cross Street)	# of Signal Systems	Signal Control System Major PM Cost (once/year)*	Signal Control System Minor PM Cost (once/month - 11 times/yr)*
Allen St. at S. Kelso Dr./N. Minor Rd.	1	\$90.00	\$506.00
Redpath St./N. 5th Ave. at N. Kelso Dr./Donation St.	1	\$90.00	\$506.00
Grade St. at 13th Ave./Manasco Dr.	1	\$90.00	\$506.00
W. Main St. at 5th Ave. SW	1	\$90.00	\$506.00
Subtotals	4	\$360.00	\$2,024.00
Total Estimated Annual Cost -		\$2,384.00	

*Traffic signal system emergency maintenance cost is unknown. It could be substantial or negligible depending on circumstances.



DISTRICT COURT

312 SW First Avenue
Kelso, WA 98626
TEL (360) 577-3073
TDD (360) 577-3061
FAX (360) 577-3132
dctcourt@co.cowlitz.wa.us

District Court Judges

Hon. David R. Koss	Position 1
Hon. Edward J. Putka	Position 2
Hon. Michael H. Evans	Position 3

Delaura Wirkkala, Court Administrator

November 9, 2010

Mayor Fletcher
City of Kelso
PO Box 819
Kelso, WA 98626

RECEIVED
CITY OF KELSO
NOV 10 2010
CITY MANAGER'S
OFFICE

Re: Appointment of Municipal Court Judges

Dear Mayor Fletcher:

As you know, District Court Judges Michael H. Evans, David R. Koss, and Ed Putka currently serve as the judges for your Municipal Court. They have been elected to new district court terms starting in 2011. We would therefore like to ask that you re-appoint them to your Municipal Court before December 31, 2010. Even though one judge might be the judge regularly assigned to your cases, having all the judges appointed will help us when the regular judge is absent. Plus, some of our dockets have cases from more than one jurisdiction, such as traffic infraction cases, probation cases, and in-custody cases. All three of our judges need to be able to preside over such dockets.

If you agree, please complete and return the enclosed appointment form with original signatures. It's our understanding that the mayor makes the appointment, and the city council confirms it.

We also ask that the mayor sign and return the enclosed form authorizing the appointment of pro tem judges when an elected judge is unavailable.

Thank you very much for your assistance. If you have any questions, please feel free to call me.

Sincerely,

Delaura Wirkkala
Court Administrator

Enc

APPOINTMENT OF JUDGES TO KELSO MUNICIPAL COURT

I hereby appoint District Court Judges Michael H. Evans, David R. Koss, and Ed Putka as part-time judges of the Kelso Municipal Court. Their term of office shall be as provided in RCW 3.46.

Dated: _____, 2010.

Mayor
City of Kelso

I hereby certify that on _____, 2010 the Kelso City Council confirmed the appointment of District Court Judges Michael H. Evans, David R. Koss, and Ed Putka as part-time judges of the Kelso Municipal Court.

Dated: _____, 2010.

Title: _____

APPOINTMENT OF PRO TEM MUNICIPAL COURT JUDGES

For the 2011 calendar year, I hereby authorize the Kelso Municipal Court to
appoint any of the following to serve as pro term judges:

Gary B. Bashor
Kevin G. Blondin
Paul A. Brachvogel
Elle Couto
Anne Cruser
Michael W. Frey
Timothy M. Hanigan
Heidi L. Heywood
Patrick L. Kubin
Thomas A. Ladouceur
Marilyn K. Nitteberg-Haan
Thad E. Scudder
Lisa E. Tabbut
Any current or retired elected or appointed judge of a court in the State of Washington

Date: _____

Mayor, City of Kelso

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Interlocal Agreement for Street Waste
Beneficial Reuse Facility

Agenda Item: _____

Dept. of Origin: Public Works

For Agenda of: November 16, 2010

PRESENTED BY:

David M. Sypher, P.E.
Public Works Director

Cost of Item: _____

City Manager: Dennis Richards

AGENDA ITEM ATTACHMENTS:

Interlocal Agreement GCA 6518, Among Cowlitz County, WSDOT, and Cowlitz County Cities for a Street Waste Beneficial Reuse Facility

SUMMARY STATEMENT:

The City of Kelso, Cowlitz County, the Washington State Department of Transportation (WSDOT), and neighboring cities have drafted an interlocal agreement to properly treat and dispose of street wastes that includes street sweepings and vacuum truck wastes. The City's Phase II Municipal Stormwater Permit requires the City to properly dispose of street waste solids and liquids, such as sediment from catch basins. Currently, the City stores but does not treat street wastes at the Operations Facility.

A permanent street waste beneficial reuse facility will be constructed at the Cowlitz County landfill site that will decant slurries for regulation and operational purposes. The wastewater will be discharged to the Three Rivers Regional Waste Water Plant and the solids can be reused or disposed of by facility users. WSDOT will fund the design and construction of the facility and Cowlitz County will administer the construction contract. Upon completion, Cowlitz County will operate the joint-use facility and charge the facility users for disposal and storage of street wastes. This interlocal agreement provides for equitable sharing of operating costs by the facility users, but does not obligate the City to use the facility.

Besides meeting the requirements of the City's permit, the facility will provide for sustainable water quality and environmental infrastructure.

FINANCIAL SUMMARY:

Based on current projections of use and operating costs, Cowlitz County would charge \$17.00 per ton to process the City's street wastes. The City estimates annual generation of approximately 222 tons of street wastes at a cost of approximately \$3,800 per year.

RECOMMENDED ACTION:

Staff recommends council make a motion to approve the interlocal agreement for a street waste beneficial reuse facility.

INTERLOCAL AGREEMENT GCA 6518
AMONG COWLITZ COUNTY, WSDOT, AND COWLITZ COUNTY CITIES
FOR A
STREET WASTE BENEFICIAL REUSE FACILITY

This Agreement is made and entered into by and among the Washington State Department of Transportation (WSDOT), Cowlitz County (County), the City of Castle Rock, the City of Kalama, the City of Kelso, the City of Longview, and the City of Woodland, individually "Party" and collectively "Parties." The five cities may also be referred to as "City" or Cities."

WHEREAS, the Parties have a need for a Street Waste Beneficial Reuse Facility, hereinafter "Facility," to process street sweeping and vacuum truck wastes for regulation and operational purposes; and

WHEREAS, the County and WSDOT have mutually agreed to jointly construct such a Facility that, when completed will be owned, maintained, and operated by the County; and,

WHEREAS, the County will provide the property and manage the construction of the Facility with a financial contribution by WSDOT; and,

WHEREAS, in accordance with the terms and conditions contained herein, the County has agreed to be responsible for the installation and maintenance of this Facility in consideration of WSDOT's agreement to reimburse the County for expenses associated with its installation; and

WHEREAS, the Facility will be available as a street waste depository for the County, WSDOT, and Cities; and

WHEREAS, the cooperative provisions of this Interlocal Agreement (hereinafter the "Agreement") are in the best interests of the public,

NOW THEREFORE, pursuant to RCW 39.34, the above recital that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, or attached hereto and by this reference made a part of this Agreement,

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. PURPOSE

1.1 The Parties individually generate street wastes and have a need for a permanent Facility in which this material can be handled in accordance with environmental regulations. To accomplish this, WSDOT and the County will finance, site, permit,

design, construct, operate and maintain a joint use Facility that will handle, separate, and process street wastes generated by the Parties, hereinafter, the "Project."

1.2 The finished Facility will be used by all Parties to process street wastes. The Facility will provide a decant feature for liquids and a storage and sorting pad for materials collected (including unknowns) that is in compliance with Federal, State, and Local environmental regulations. This Agreement further provides for contributory funding of the Project by WSDOT.

2. DEFINITIONS.

2.1 "Bad Load" means loads which require special handling or testing due to unusual characteristics that might indicate the material would be designated as a dangerous waste in accordance with WAC 173-303 or would be unsuitable for any planned land application.

2.2 "Facility" means the Street Waste Beneficial Reuse Facility.

2.3 "Facility Operations Plan" means the written plan developed by owners or operators of a facility detailing how a facility is to be operated during its active life.

2.4 "Liquid Waste" means liquids which cannot be discharged to surface waters, groundwater, and airs of the State of Washington as defined by WAC 173-200, WAC 173-201A and WAC 173-400.

2.5 "Regulatory Guidelines" means those applicable federal, state, and local regulations and policies that govern the treatment and reuse of street wastes.

2.6 "Solid Waste" means that waste defined by RCW 70.95.030 (23) and WAC 173-304-100 (73) with the exception of wastes excluded by WAC 173-304-015.

2.7 "Street Waste" means wastes collected from roadway normal maintenance activities such as sweepings, cleanings from storm drainage systems and the like. Street waste does not include waste from sanitary sewer systems.

2.8 "Street Waste Beneficial Reuse Facility" means a Street Waste handling Facility designed for the specific intent of providing a place where street waste materials collected are processed, therein rendering the material suitable for reuse, recycling, composting, or disposal according to regulatory guidelines and operational processes.

2.9 "Subtitle C Hazardous Waste Landfill" means a landfill that is permitted to accept hazardous waste as specified in Subtitle C of the Resource Conservation and Recovery Act (RCRA).

2.10 "Subtitle D Municipal Solid Waste Landfill" means a landfill that is permitted to accept non-hazardous solid waste as specified in Subtitle D of the Resource Conservation and Recovery Act (RCRA).

2.11 "TRRWTP" means the Three Rivers Regional Wastewater Treatment Plant.

3. ADMINISTRATION.

3.1 The Director of Public Works, or designee, for the County shall administer the Street Waste Beneficial Reuse Facility management program.

4. PARTY RESPONSIBILITIES

4.1 WSDOT RESPONSIBILITIES:

- A. Reimburse the County for the actual direct salary and direct non-salary costs of the Facility construction. The maximum amount of WSDOT's funding contribution to the Project shall not exceed Two Hundred Thousand Dollars (\$200,000).
- B. Jointly develop with the County and Cities, a Facility Operations Plan for each Party's apportioned share of Street Waste to be dumped and managed at the Facility
- C. Pay apportioned share of operations and maintenance costs on a semi-annual basis based on actual documented costs for management/handling of WSDOT-delivered Street Waste (estimated 2011 cost of \$17 per delivered ton).
- D. WSDOT retains the right to manage and dispose of its vector solids and street sweepings in ways other than through the Facility.
- E. WSDOT shall be responsible for taking possession of processed WSDOT Street Waste as described in 4.2.I. At no time shall WSDOT allow the dewatered and screened materials to be disposed of on-site nor shall WSDOT allow more than two (2) years worth of processed WSDOT Street Waste to remain on-site at the Facility.
- F. Once Facility construction is completed, WSDOT shall inspect the Facility to verify that the Facility was constructed according to the agreed upon plans and specifications.

4.2 COUNTY RESPONSIBILITIES:

- A. Provide the site, equipment and labor to design and construct the Facility.

- B. Provide the lead in permitting the Facility.
- C. Provide the lead in engineering (design, contract administration, construction, and Project inspection).
- D. Jointly develop with the Cities and WSDOT a Facility Operations Plan for each Party's apportioned share of Street Waste to be dumped and managed at the Facility.
- E. Pay apportioned share of operations and maintenance costs on a semi-annual basis based on actual documented costs for management/handling County delivered street waste (estimated 2011 cost of \$17 per delivered ton).
- F. Invoice WSDOT and Cities apportioned share of operations and maintenance costs on a semi-annual basis based on actual documented costs for management/handling County delivered street waste (estimated 2011 cost of \$17 per delivered ton).
- G. County retains the right to manage and dispose of its vector solids and street sweepings in ways other than through the Facility.
- H. Facility will process County Street Waste and provide the resulting dewatered and screened materials to the County. At no time shall the County allow the dewatered and screened materials to be disposed of on-site nor shall County allow more than one (1) years worth of processed County Street Waste to remain on-site at the Facility.
- I. The County will process WSDOT Street Waste and provide the resulting dewatered and screened materials to WSDOT (loaded at Facility by County or WSDOT employees into WSDOT trucks).
- J. The County will process City Street Waste and provide the resulting dewatered and screened materials to the City (loaded at Facility by County employees into City trucks).
- K. Upon completion of the Project, the County shall be the sole owner of the Facility and shall be solely responsible for the Facility's operation and maintenance.

4.3 CITY RESPONSIBILITIES:

- A. Jointly develop with the County and WSDOT a Facility Operations Plan for each Party's apportioned share of Street Waste to be dumped and managed at the Facility.

- B. Pay apportioned share of operations and maintenance costs on a semi-annual basis based on actual documented costs for management/handling City delivered Street Waste (estimated 2011 cost of \$17 per delivered ton).
- C. City retains the right to manage and dispose of its vector solids and street sweepings in ways other than through the Facility.
- D. City shall be responsible for taking possession of processed City Street Waste as described in 4.2.J. At no time shall the City allow the dewatered and screened materials to be disposed of on-site nor shall City allow more than one (1) years worth of processed City Street Waste to remain on-site at the Facility.

5. BILLING AND PAYMENT FOR CONSTRUCTION, AND MAINTENANCE & OPERATION OF THE FACILITY

5.1 WSDOT agrees to reimburse the County for the actual direct salary and direct non-salary costs of the Project not to exceed Two Hundred Thousand Dollars (\$200,000).

5.2 For Project construction costs, the County agrees to submit a single invoice to WSDOT upon completion of the Project. The invoice shall detail the work accomplished and include a detailed breakdown of all costs being billed.

5.3 WSDOT and the County entered into Reciprocal Overhead Agreement OH00044 on May 12, 1993; therefore, the County shall not bill WSDOT for the County's overhead costs associated with the design and construction of this Project.

5.4 For maintenance and operation costs, the County may bill and WSDOT agrees to pay its apportioned share of operations and maintenance costs on a semi-annual basis based on actual documented costs for management and/or handling of WSDOT delivered Street Waste (estimated 2011 cost of \$17 per delivered ton). Invoices will be addressed to the attention of WSDOT's Maintenance Superintendent for SW Region Area, current address 4200 Main Street, PO Box 1709, Vancouver, WA 98668-1709. Should the address change, WSDOT shall so notify the County.

5.5 For maintenance and operation costs, the County may bill each City and each City agrees to pay its apportioned share of operations and maintenance costs on a semi-annual basis based on actual documented costs for management and/or handling of that City's delivered Street Waste (estimated 2011 cost of \$17 per delivered ton). Each City shall be responsible for providing the County with its correct billing address prior to the first scheduled billing date.

5.6 All Parties agrees to pay all properly documented and approved invoices within sixty (60) calendar days from the date received. Should any amounts billed be disputed by any Party, that Party agrees to not withhold payment on any undisputed amounts. Any

disputed amount will be handled following the process set forth in Section 14, DISPUTE RESOLUTION.

6. ACCEPTABLE WASTES RECEIVED FROM ALL PARTIES

6.1 Each Party shall assure that its loads of Street Wastes delivered to the Facility are from normal maintenance and operations of its roadways and storm drainage systems. All Parties shall assure to the greatest extent practicable that their loads of Street Wastes delivered to the Facility contain only material appropriate for disposal at a Subtitle D Municipal Solid Waste Landfill (for solids) and the TRRWTP (for liquids) under applicable local, state and federal laws, which shall for the purposes of this Agreement be considered Acceptable Wastes. The County shall only be obligated to accept such Acceptable Street Wastes. The County may test incoming loads to identify Bad Loads. Special situations that may arise are to be dealt with in accordance with the Facility Operations Plan.

7. MATERIAL REUSAGE OR DISPOSAL

7.1 After the Street Waste is processed, each Party retains the right to reuse its Street Waste, to transfer Street Waste onsite to another Party by mutual agreement, or to have it disposed of at a permitted landfill. Each Party will be directly responsible for its own disposal costs, should it opt for landfill disposal. Should the County find a suitable end use for Street Waste, the Parties may opt to participate in that option and shall thereupon be obligated to pay the associated costs. The County shall bill the Parties for such costs according to the terms and conditions in Sections 5.4 and 5.5, above. Each Party will notify the County in writing of its preferred reuse-disposal option.

8. COUNTY CHARGES FOR WASTE RECEIVED AT THE FACILITY

8.1 County charges for Street Waste shall be based upon net weight and reflect only the costs of the Facility operation, maintenance and material processing. Each Party will be individually responsible for any cost associated with disposal of their processed street waste, unless such disposal is in accordance with Section 7.1. The County may schedule charges to more accurately reflect the cost of processing different types of Street Wastes. The County shall schedule and the Parties agree to attend an annual meeting to review operating and maintenance costs within the first quarter following conclusion of the County's fiscal year. If necessary, disposal rates will be adjusted at the time.

9. ADDITIONAL CHARGES FOR BAD LOADS

9.1 No Party will knowingly deposit a Bad Load at the facility. If a Party unloads a Bad Load at the Facility, the County will invoice the Party an additional charge. The Parties agree that they will pay these additional costs incurred by the County for handling, testing, profiling, transportation, and disposal of Bad Loads, including the cost of disposal, if after testing, the solids must be taken to a Subtitle C Hazardous Waste

Landfill. All Parties will retain ownership of Bad Loads for purposes of manifesting and reporting requirements.

10. COUNTY RESERVATION OF RIGHTS IN AN EMERGENCY

10.1 The County reserves the right to manage the Street Waste of any Party as necessary in emergency situations to ensure unbiased, uninterrupted and compliant operation of the Facility. In the event of an emergency, the County shall (a) provide advance notice to the Party of any changes to normal operations and maintenance, to the extent practicable and (b) notify the Party by the end of the following business day of any changes in operation and maintenance, if advance notice could not be provided.

11. TERM

11.1 The term of this Agreement is from the date of execution of this Agreement and shall continue through September 30, 2020, unless extended by mutual agreement or terminated sooner according to Section 12, TERMINATION.

12. TERMINATION

12.1 Any Party may terminate its participation in this Agreement by providing thirty (30) days written notice to all other Parties.

12.2 Any Party terminating its participation in this Agreement agrees to reimburse the County for the costs of services through the date of termination as well as all disposal costs incurred by the County after the date of termination.

12.3 If WSDOT terminates its participation in this Agreement, WSDOT shall not be entitled to receive a pro-rata share of its Project funding contribution.

12.4 If the County terminates its participation in this Agreement, WSDOT shall be reimbursed a prorated amount of WSDOT's Project funding contribution based on the balance of time remaining on the 10 year (120 month) term of the Agreement. (For example if Project cost is \$120,000 and Agreement is terminated after 50 months of operation, the County would reimburse WSDOT 70/120's of \$120,000 or \$70,000.)

13. REGULATIONS AND REQUIREMENTS

13.1 All Parties agree to follow all applicable Federal, State and Local Street Waste collection, processing, reuse and disposal regulations, policies and statutes.

14. DISPUTE RESOLUTION

14.1 Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved between the affected Parties may be

submitted to mediation. Each Party involved shall be responsible for its own costs and also agree to share equally in the costs of any mediator and mediation costs.

14.2 In the event that any Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, that Party agrees that any such action or proceedings shall be brought in the superior court situated in Cowlitz County. Each Party involved shall be responsible for its own costs, including the costs of its attorneys.

15. INDEMNIFICATION

15.1 Each Party to this Agreement shall defend, indemnify and hold harmless the other Parties, their officers, officials, employees, and agents, from any and all costs, claims judgments, attorney fees and/or awards of damages, arising out of, or resulting from that Party's negligent action or omissions while performing its obligations under this Agreement and while acting in the course and scope of their employment. No Party shall be required to defend, indemnify, or hold harmless any other Party if the claim, suit or action for injuries or damages is caused by the sole negligence of another Party. Where such claims, suits, or actions are the result of concurrent negligence of one or more Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

15.2 This indemnification shall survive the termination of this Agreement.

16. INDEPENDENT CONTRACTOR

16.1 All Parties are and shall at all times be deemed to be independent contractors in relation to all other Parties. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between any Party and any other Party or between any employees of any other Party. The County shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the County pursuant to this Agreement.

17. COST AUDITING

17.1 All financial records related to the operation of the Facility shall be open for examination at any time to all Parties, for a period of five years after the end of the County's fiscal year. Any costs found by the examination that are not associated with the operation and maintenance of the Facility will be equitably refunded to all Parties except the County. Should any ineligible costs be found, the County shall bear the cost of such examination.

18. FORCE MAJEURE

18.1 Except for payment of sums due, no Party shall be liable to any other Party or deemed in default under this Agreement if and to the extent that such Party's performance of this Agreement is prevented by reason of force majeure, including but not limited to an unforeseeable or inevitable event caused by nature, fires, strikes, insurrections, riots, embargoes, delays in transportation or inability to obtain supplies.

19. AMENDMENT

19.1 The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of all Parties prior to commencing any work to be performed under the Amendment.

20. DOCUMENT EXECUTION AND FILING

20.1 The Parties agree that there shall be signed originals, one for each Party, of this Agreement procured and distributed for signature by the necessary officials of the Parties. Upon execution, the executed originals of this Agreement shall be returned such that each Party has one executed original.

21. AUTHORITY

This Agreement is executed in accordance with the authority of chapter 39.34 RCW, the Interlocal Cooperation Act. The following information is given pursuant to the provisions of RCW 39.34.030:

21.1. The duration of this Agreement shall be ten (10) years.

21.2. The County shall be responsible for the administration of this Agreement as provided herein.

21.3. The purpose of this Agreement is to permit the Parties of this signed Agreement usage of the Facility constructed on County land, and operated and maintained by the County.

21.4. Payment for the use of the Facility is set forth in Sections 5, 8 and 9, hereof.

21.5. Termination of this Agreement shall be provided in Section 12, hereof.

21.6. Unless otherwise specifically agreed by the Parties, all property, personal and real, utilized by the Parties hereto in the execution of this Agreement shall remain the property of the County.

21.7. Nothing in this Agreement shall preclude any Party from maintaining and utilizing its own holding facilities.

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THIS INTERLOCAL AGREEMENT has been executed by the Parties shown below and is dated as of the _____ day of _____, 2010.

Washington State Department of Transportation

By: _____

Date: _____

Name: _____

Title: _____

Approved as to form for WSDOT

By: _____

Date: _____

Name: _____

Assistant Attorney General

Street Waste Beneficial Reuse Facility
Interlocal Agreement

The City of Kelso

By: _____ Date: _____

Name: _____
Title: City Manager

AGENDA SUMMARY SHEET

AGENDA ITEM: A resolution to cancel
unclaimed warrants.

SUBMITTED BY: Brian Butterfield

AGENDA ITEM # _____

FOR AGENDA OF: 11/16/2010

ORIGINATING DEPT: Finance

DATE SUBMITTED: 11/9/2010

COST OF ITEM: N/A

AMT. BUDGETED N/A

CITY ATTY. APPROVAL _____

CITY MGR. APPROVAL _____

AGENDA ITEM PAPERWORK:

See exhibit A (list of unclaimed warrants)

SUMMARY STATEMENT/DEPT. RECOMMENDATION:

Cancel unclaimed warrants as required by
RCW 39.56.040.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
KELSO CANCELLING CERTAIN WARRANTS OF THE CITY
PURSUANT TO RCW 39.56.040.**

THE CITY COUNCIL OF THE CITY OF KELSO DO RESOLVE AS FOLLOWS:

SECTION 1. That those warrants listed on Exhibit A, attached hereto and incorporated herein, which have not been presented for payment within one year of the date of their issue or call as the case may be, be and the same are hereby cancelled pursuant to RCW 39.56.040.

ADOPTED by the City Council and **SIGNED** by the Mayor this _____ day of _____, 2010.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

<u>Warrant #</u>	<u>Vendor/Payee</u>	<u>Date</u>	<u>Amount</u>
149609	A. Marv's Mower & Saw Service	8/19/2008	145.87
150557	Wumbus Corporation	1/14/2009	193.95
150976	Cowlitz Lock and Key Co.	1/20/2009	215.40

AGENDA SUMMARY SHEET

AGENDA ITEM: A Resolution authorizing
an increase in the regular property tax
levy in addition to any amount resulting
from new construction etc.

SUBMITTED BY: Brian Butterfield

AGENDA ITEM # _____

FOR AGENDA OF: 11/16/10

ORIGINATING DEPT: Finance

DATE SUBMITTED: 11/9/10

COST OF ITEM: _____

AMT. BUDGETED _____

CITY ATTY. APPROVAL _____

CITY MGR. APPROVAL _____

AGENDA ITEM PAPERWORK:

SUMMARY STATEMENT/DEPT. RECOMMENDATION:

The total increase is set forth
as follows:

1) 1.00% increase over prior levy	\$13,097
2) New construction	\$6,501

Total Increase	<u>\$19,598</u>
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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
KELSO AUTHORIZING AN INCREASE IN THE REGULAR PROPERTY
TAX LEVY IN ADDITION TO ANY AMOUNT RESULTING FROM NEW
CONSTRUCTION AND IMPROVEMENTS TO PROPERTY, NEWLY
CONSTRUCTED WIND TURBINES, AND ANY INCREASE IN THE
VALUE OF STATE ASSESSED UTILITY PROPERTY.**

WHEREAS, the City Council of the City of Kelso, Washington, a city of more than 10,000 population, has properly given notice of the public hearing held on September 21, 2010, to consider the City's current expense budget for the 2010 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, the City Council, after hearing and after duly considering all relevant evidence and testimony presented, determined that the City requires an increase in property tax revenue from the previous year in addition to that resulting from new construction and improvements, newly constructed wind turbines, and any increase in the value of state-assessed utility property; in order to discharge the expected expenses and obligations of the City and in its best interest; now, therefore,

THE CITY COUNCIL OF THE CITY OF KELSO DO RESOLVE AS FOLLOWS:

SECTION 1. That an increase in the regular property tax levy, in addition to any amount resulting from new construction and improvements, newly constructed wind turbines, and any increase in the value of state-assessed utility property, is authorized by the 2011 levy which is the amount of \$13,097.00 a percentage increase of 1.00% from the previous year.

ADOPTED by the City Council and **SIGNED** by the Mayor this _____ day of _____, 2010.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA SUMMARY SHEET

AGENDA ITEM: A resolution setting
the 2011 property tax levy amount.

AGENDA ITEM # _____

FOR AGENDA OF: 11/16/10

ORIGINATING DEPT: Finance

DATE SUBMITTED: 11/9/10

COST OF ITEM: _____

AMT. BUDGETED _____

CITY ATTY. APPROVAL _____

CITY MGR. APPROVAL _____

SUBMITTED BY: Brian Butterfield

AGENDA ITEM PAPERWORK:

SUMMARY STATEMENT/DEPT. RECOMMENDATION:

The levy amount for the 2011 General Levy is \$1,329,253.

This represents a dollar increase of \$19,598 over the 2010 General Levy. The increase is made up of two components:

1) New Construction:	\$6,501
2) 1.00% increase over prior year levy:	<u>\$13,097</u>

Total Increase	<u><u>\$19,598</u></u>
----------------	------------------------

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF KELSO FIXING THE
ESTIMATED AMOUNT TO BE RAISED BY AD VALOREM TAXES AT
\$1,329,253 FOR THE 2011 BUDGET OF THE CITY.**

THE CITY COUNCIL OF THE CITY OF KELSO DO RESOLVE AS FOLLOWS:

SECTION 1. The estimated dollar amount to be raised upon real and personal property in Cowlitz County, Washington, to raise said dollar amount to cover the estimated budget needs of the City of Kelso for calendar year 2011 are as follows:

DOLLAR AMOUNT

General Levy \$1,329,253 or maximum allowed by law

ADOPTED by the City Council and **SIGNED** by the Mayor this _____ day of _____, 2010.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

AGENDA SUMMARY SHEET

Business of the City Council

City of Kelso, Washington

SUBJECT TITLE:

Resolution to adopt a revised Six-Year
Transportation Improvement Program
(2011-2016)

Agenda Item: _____

Dept. of Origin: Public Works Department

For Agenda of: November 16, 2010

City Manager: Dennis Richards

PRESENTED BY:

David M. Sypher, P.E.
Public Works Director

AGENDA ITEM ATTACHMENTS:

Resolution and Program

SUMMARY STATEMENT:

Each year the City is required to adopt a Six-Year Transportation Improvement Program (TIP). This program is developed by the Public Works Department for approval by the City Council and then is forwarded to the Cowlitz-Wahkiakum Council of Governments (CWCOG). The CWCOG combines it with the County's and Longview's programs and forwards the combined program onto the Washington State Department of Transportation (WSDOT). WSDOT combines all of the programs from all of the jurisdictions into a single statewide TIP to meet the federal requirements. The program is important to the City because it is the mechanism for receiving State and/or Federal Funding for the transportation projects.

The West Main Re-alignment project is currently identified in the TIP. Recently the CWCOG has allocated an additional \$1.5 million to the project. The financial information in the TIP must be revised to reflect this change. The money will be allocated toward construction of Phase 1.

The Burlington Northern Santa Fe (BNSF) Railroad Pedestrian Crossing Project was originally added to the TIP in June of 2008. The project scope was to provide a grade separated crossing of the BNSF railroad in the vicinity of the Allen Street Bridge. The available money was not sufficient to both design and construct a new pedestrian structure. Future funding for the project appeared unclear and the demand for such a crossing was uncertain. Council decided not to move forward with the project. Staff lobbied to have the money re-directed to fund an engineering study of possible vehicle crossings of the railroad in the South Kelso area. We recently received permission to re-allocate the original money to the proposed engineering study. The City must delete the Burlington Northern Santa Fe (BNSF) Railroad Pedestrian Crossing Project from the 2011 TIP and add a new project known as South Kelso Railroad Crossing Study.

At this time, we are asking for an update to facilitate the on-going progress of West Main Re-alignment Project and to initiate work on the South Kelso Railroad Crossing Study.

RECOMMENDED ACTION:

Staff is requesting adoption of the Resolution for the revised Six-Year Transportation Improvement Program (2011-2016).

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF KELSO, WASHINGTON,
ADOPTING A REVISED SIX-YEAR TRANSPORTATION
IMPROVEMENT PROGRAM FOR CONSTRUCTION OF STREET
IMPROVEMENTS, AS MORE PARTICULARLY DESCRIBED HEREIN.**

WHEREAS, on the 17th day of August, 2010, the City Council approved Resolution No. 10-1025 which adopted the Six-Year Transportation Improvement Plan; and

WHEREAS, the City finds that it needs to change its Six-Year Transportation Improvement Program again to revise the descriptions and financial allocations to reflect changes in project progress for the West Main Re-alignment and the deletion of the Burlington Northern Santa Fe (BNSF) Railroad Pedestrian Crossing Project and addition of the South Kelso Railroad Crossing Study; now, therefore,

THE CITY COUNCIL OF THE CITY OF KELSO DO HEREBY RESOLVE:

SECTION 1. That the attached list of streets and project improvements for the same, marked "Exhibit A", and by this reference incorporated herein, be and the same is hereby adopted as the ensuring Revised Six-Year Transportation Improvement Program for improvement of arterial streets.

ADOPTED by the City Council and **SIGNED** by the Mayor this _____ day of _____, 2010.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Washington State Department of Transportation

Exhibit A

Six Year Transportation Improvement Program

From 2011 to 2016

Agency: Kelso
Co. No.: 08 Co. Name: Cowitz Co.
City No.: 0605 MPO/RTPO: CWCWG

Hearing Date: 8/17/2010 Adoption Date: 8/17/2010
Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs In Thousands of Dollars													Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
							Project Phase (mm/dd/yyyy)	Fund Source Information					Expenditure Schedule (Local Agency)				Envir. Type	RW/ Required Date (MM/YY)							
								Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd			4th Thru 6th						
								Federal Fund Code	Federal Cost by Phase											STP(U) STP(U) STP(E)					
1	2		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21					
17	1	Yew Street Reconstruction Phase I Yew Street from: S Pacific Avenue to: 7th Avenue Rehabilitate sidewalk, storm system and roadway	03	S	.25	P T	PE CN CN	4/1/2011 4/1/2015 4/1/2015	STP(U) STP(U) STP(E)	19 522 37	AIP AIP		37 82 37	56 604 37	56 604 37					CE	No				
							Totals																		
							578					119					697								
17	2.	Redpath Street Sidewalks Redpath Street from: N Kelso Avenue to: N Pacific Avenue Installation of 5 foot sidewalk and pole relocation as needed	06	P	.27	C P T	PE RW CN	1/1/2012 4/1/2012 8/1/2012			PSMP PSMP PSMP	33 120 184	7 30 46	40 150 230	40 30 120	230				CE	Yes				
							Totals																		
							397					83					420					70	350		
17	3	Kelso Drive Bridge Repair Kelso Drive from: 39.26 to: 39.26 Paint and repair steel bridge	10	P	490'	S	PE CN	1/1/2012 7/1/2012			WSDOT	45 555		45 555	45 555					EA	No				
							Totals																		
							600					600					600								
00	4	Riverfront Park Pedestrian Access from: 1st Avenue to: Cowitz River Fed Path construct pedestrian crossing of the railroad tracks	32	P	.1	P	PE CN	1/1/2012 7/1/2012			OTHER	30 170		30 170	30 170					CE	Yes				
							Totals																		
							200					200					200								



Washington State Department of Transportation

Six Year Transportation Improvement Program

From **2011** to **2016**

Agency: Kelso
Co. No.: 08 Co. Name: Cowlitz Co.
City No.: 0605 MPO/RTPO: CWCG

Hearing Date: 11/16/2010 Adoption Date: 11/16/2010
Amend Date: _____ Resolution No.: _____

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars													Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
							Project Phase <i>(mm/dd/yyyy)</i>	Fund Source Information					Expenditure Schedule (Local Agency)				Envtl. Type	R/W/ Required Date <i>(MM/YY)</i>							
								Federal Funding	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd			3rd	4th Thru 6th					
1	2		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21					
14	5	West Main Street Realignment West Main Street from: SR 4 (Coville Way) to: SR 411 (SW 1st Avenue) Realignment of West Main Street to ease traffic congestion	02	S		C P T	PE RW CN	1/1/2011 4/1/2011 4/1/2012	DEMO DEMO STP(U)	700 600 1500			203	700 703 1500					CE	Yes					
							Totals 2,700 203 2903 600 2403																		
00	6	South Kelso Railroad Crossing Study Hazel Street from: Hazel Street to: Hazel Street Develop preliminary design for grade separated vehicle crossing over BNSF Railroad Funding is from the High Speed Rail Program	23	S			PE	1/1/2011	STP(S)	300				300	300				CE	No					
							Totals 300 203 300 300																		
17	7	Ross Avenue Widening - Phase 1 Ross Avenue from: Redpath Street to: Division Street Widen roadway, construct curb & gutter, sidewalk and drainage	04	P	.42	O G P T	PE CN	1/1/2012 1/1/2013	STP(U) STP(U)	42 49			8 276	60 325				325	CE	No					
							Totals 91 284 376 60 325																		
16	8	Talley Way Bridge Talley Way from: .05 to: .05 Widen or Replace	09	P	245'	W S O G O T P	PE CN	1/1/2012 1/1/2014		450 2550			150 850	600 3400	600	3400			EIS	No					
							Totals 3,000 1000 4000 600 3400																		



Washington State Department of Transportation

Six Year Transportation Improvement Program

From **2011** to **2016**

Agency: Kelso
Co. No.: 08 Co. Name: Cowlitz Co.
City No.: 0605 MPO/RTPO: CWCG

Hearing Date: 8/17/2010 Adoption Date: 8/17/2010
Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars													Federally Funded Projects Only	R/W Required Date (MM/YY)				
							Project Phase	Fund Source Information					Expenditure Schedule (Local Agency)												
								Federal Funding			State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th							
								Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase															
1	2		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21					
16	9	Allen Street Sidewalks Allen Street from: Swanson Road to: Crescent Avenue Install sidewalk and handicap ramps on the north side of Allen Street	06	P	.5		PE 1/1/2012 RW 4/1/2012 CN 1/1/2013				PSMP PSMP PSMP	12 112 86	3 28 22	15 140 108		15 100 108				CE	Yes				
00	10	Cowlitz River Bike/Pedestrian Path - Phase 2 Cowlitz River Dike from: Yew Street to: Coweeman River	32	P	3	P	PE 7/1/2011 CN 1/1/2012	STP(E) STP(E)	46 462				14 134	60 566		60 569				CE	No				
17	11	Harris Street Road Guardrail Harris Street from: Cortcurry Road to: Edinburgh court Install guardrail along the south side of the road to prevent vehicles from leaving the roadway in wet and icy conditions	12	P	.1		PE 7/1/2012 CN 8/1/2012				WSDOT WSDOT	8 55	2 10	10 65		10 65				CE	No				
16	12	Grade S/Sth Ave/Oak Street Intersection Reconfiguration Grade S/Sth Ave from: Intersection with Oak St to: Modify Intersection to improve traffic operations	12	P	.5	P	PE 1/1/2012 CN 7/1/2012	STP(U) STP(U)	75 426				12 67	87 493		50 493				CE	No				
Totals							Totals													Totals					
							508					148				656				60				569	
							63					12				75				75					
							501					79				580				50				530	



Washington State Department of Transportation

Six Year Transportation Improvement Program

From 2011 to 2016

Agency: Kelso
 Co. No.: 08 Co. Name: Cowitz Co.
 City No.: 0605 MPO/RTPO: CWCWG

Hearing Date: 8/17/2010 Adoption Date: 8/17/2010
 Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars											Envr. Type	RMV Required Date (MM/YY)								
							Fund Source Information							Expenditure Schedule (Local Agency)													
							Federal Funding			State Funds		Local Funds		Total Funds	1st	2nd	3rd			4th Thru 6th							
							Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Funds	Funds														
1	2		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21							
17	13	Kelso Dr. Resurfacing - south section Kelso Drive from: 'S' Curves Resurface existing roadway to: SR 432	07	P	1		PE CN	1/1/2011 1/1/2011			CHAP CHAP	111 1156		111 1156			111 1156		CE	No							
Totals							1267							1267				1267				CE	No				
14	14	N Kelso Ave Flashing Crosswalk N Kelso Avenue from: Division Street Install in-pavement flashing crosswalk at an existing midblock crosswalk to increase pedestrian visibility	12	P	.01	P	PE CN	1/1/2011 1/1/2011			PSMP PSMP	4 22	1 8	5 30			5 30		CE	No							
Totals							26							9				35									
17	15	Corduroy Road Reconstruction Corduroy Road from: Allen Street Reconstruction of roadway to urban standards including sidewalks, curb & gutter and drainage system. to: Harris Street Rd	03	P	.26	P S T W	PE RW CN	6/1/2012 9/1/2012 1/1/2013	STP(U)		AIP AIP AIP	80 160 620	20 40 155	100 200 775			100 100 775		CE	Yes							
Totals							860							215				1075				209				875	
16	16	N Pacific Avenue Reconstruction - Phase 2 N Pacific Avenue from: Redpath Street to: Barnese Street Widen roadway; construct curb & gutter, sidewalks and storm drainage	03	P	.4	C P T W	PE CN	1/1/2012 7/1/2013			AIP AIP	136 891	35 249	173 1140			173 1140		CE	No							
Totals							1029							284				1313				1313					



Washington State Department of Transportation

Six Year Transportation Improvement Program

From 2011 to 2016

Agency: Kelso
Co. No.: 08 Co. Name: Cowitz Co.
City No.: 0605 MPO/RTPO: CWCG

Hearing Date: 8/17/2010 Adoption Date: 8/17/2010
Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars												Federally Funded Projects Only	RMV Required Date (MM/YY)						
							Fund Source Information						Expenditure Schedule (Local Agency)													
							Project Phase		Federal Funding		State Funds		Local Funds		Total Funds		1st				2nd		3rd		4th	
							Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th									
1	2		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21						
17	17	Seventh Ave & Walnut St. Improvements 7th Avenue and Walnut Street from: Yew Street to: 13th Avenue Widen roadway, install curb & gutter, sidewalks and drainage system and overlay existing pavement	04	P	.55		PE CN	1/1/2012 7/1/2013	STP(U) STP(U)		AIP AIP	124 1174	32 283	156 1467					CE	No						
							Totals																			
17	18	Minor Road Improvements Minor Road from: Allen Street to: Mt Brynion Road Reconstruct roadway, install drainage and sidewalks	07	P	.55		PE CN	1/1/2012 1/1/2013	STP(U) STP(U)	87 705			13 101	100 806					CE	No						
							Totals																			
17	19	Ross Avenue Widening -Phase2 Ross Avenue from: Division Street to: Barnes Street Reconstruct roadway with a wider section, install curb & gutter, sidewalk and drainage system	03	P	.3	C P G T	PE RW CN	7/1/2012 9/1/2012 1/1/2013	STP(U) STP(U) STP(U)	87 245 678			13 35 87	100 280 775					CE	Yes						
							Totals																			
16	20	7th Avenue Resurfacing 7th Avenue from: Cowitz Way to: I-5 Asphalt overlay, drainage improvements and handicap ramp upgrades	07	P	.5	P	PE CN	7/1/2012 1/1/2013			AIP AIP	52 408	13 102	55 510					CE	No						
							Totals																			



Washington State Department of Transportation

Six Year Transportation Improvement Program

From 2011 to 2016

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 City No.: 0605 MPO/RTPO: CWCG

Hearing Date: 8/17/2010 Adoption Date: 8/17/2010
 Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars											Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
							Project Phase (mm/dd/yyyy)	Fund Source Information						Expenditure Schedule (Local Agency)				Envr. Type	RW/ Required Date (MM/YY)				
								Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 8th						
								Federal Fund Code	Federal Cost by Phase														
1	2		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21			
17	21	Kelso Dr/Carrolls Rd Intersection Improvements Kelso Drive from: Carrolls Drive Realign Intersection and install left turn pocket	12	P	1	P T	PE CN	7/1/2012 1/1/2013	STP(U) STP(U)	35 350				5 50	40 400				40 400	CE	No		
16	22	South Pacific Avenue Widening - Phase 1 South Pacific Avenue from: Yew Street Widen roadway, construct curb & gutter, sidewalk and drainage	04	P	.89	C P T	Totals 385 55 440 440														CE	No	
00	23	Coveyeman River Bike/Pedestrian Path Coveyeman Dike from: Allen Street Install illumination and path along top of existing dike	32	P	1.75	P	Totals 650 163 813 813														CE	No	
17	24	Old Highway 99 Resurfacing Old Highway 99 from: SR 432 to: City Limits	05	P	1	P	Totals 325 82 407 407														No		
							Totals 1,159 166 1326 1326																



Washington State Department of Transportation

Six Year Transportation Improvement Program

From 2011 to 2016

Agency: Kelso
Co. No.: 08 Co. Name: Cowitz Co.
City No.: 0605 MPO/RTPO: CWSG

Hearing Date: 8/17/2010 Adoption Date: 8/17/2010
Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification A. PI#Federal Aid No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project costs in Thousands of Dollars										Federally Funded Projects Only				
							Project Phase	Fund Source Information						Expenditure Schedule (Local Agency)				Envt. Type	Required Date (MM/YY)		
								Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd			4th Thru 6th	
1	2		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
17	25	Long avenue Improvements from: Cowlitz Way Addition of a second northbound lane by minor widening and restriping	05	P	2		PE CN	7/1/2012 1/1/2013	STP(U) STP(U)	7 55			2 9	9 64				9 64	CE	No	
17	26	Sunrise Street Resurfacing from: Jones Road Resurface roadway, construct sidewalks and handicap ramp	07	P	.5	P T C	Totals													CE	No
							Totals														
16	27	South Pacific Avenue Widening - Phase 2 South Pacific Avenue from: Willow Street Widen roadway, install curb & gutter, drainage system and sidewalk, and overlay roadway	04	P	.43	C P T	PE RW CN	1/1/2012 6/1/2012 4/1/2013	STP(U) STP(U) STP(U)	437 875		109	16 63 125	125 500 1000				125 500 1000	EA	Yes	
16	28	Talley Way Improvements Talley Way from: Coveeman River Widen roadway construct curb & gutter, drainage system and sidewalk	04	P	.5	C G P T	Totals													CE	No
							Totals														



Washington State Department of Transportation

Six Year Transportation Improvement Program

From 2011 to 2016

Agency: Kelso

Co. No.: 08 Co. Name: Cowitz Co.

City No.: 0605 MPO/RTPO: CWCG

Hearing Date: 8/17/2010 Adoption Date: 8/17/2010

Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	B. Bridge No.	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars																Expenditure Schedule (Local Agency)				Federally Funded Projects Only									
								Project Phase	Fund Source Information						Required Date (MM/YY)				RWV																		
									Phase Start (mm/dd/yyyy)	Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd		4th Thru 6th																	
										Federal Fund Code	Federal Cost by Phase																										
1	2			4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21																
17	29	Carroll Road Improvements Carroll Road from: Kelso Drive to: City Limits Widen lanes to 12-feet, install drainage, replace guardrails and sidewalks, and overlay roadway		07	P	.5	P T	PE CN	7/1/2013 12/1/2013	STP(U) STP(U)	136 980				155 1120					CE	No																
17	30	Columbia Heights/Fishers Lane Intersection Improvements Columbia/Fishers Intersection from: Columbia Heights to: Fishers Lane Intersection Improvements (Kelso/Langview Project)		12	P	.1	C G P T	PE CN	7/1/2013 12/1/2013	STP(U)		AIP AIP	23 209	6 52	29 261					CE	No																
17	31	Mill Street Widening Mill Street from: S Pacific Avenue to: 13th Avenue Widen roadway, overlay existing asphalt. Existing sidewalks will be replaced as needed and new handicap ramps will be installed.		04	P	.15	P T C	PE CN	7/1/2012 1/1/2013	STP(U) STP(U)	61 376			9 54	70 430					CE	No																
06	32	13th Avenue - Colorado to Grade St. Reconstruction 13th Ave from: Colorado St. to: Grade St. 13th Avenue Reconstruction from Colorado St. to Grade St. Reconstruct 13th Avenue Roadway, install curbs/gutter, sidewalks, illumination, and 13th Grade Traffic Signal.		03	P	1.0		PE RWV CN	7/1/2012 11/1/2012 4/1/2013	STP	1519375 4250000		268125 362500 750000	1787500 362500 5000000	1787500 362500 5000000					CE	Yes																
Grand Totals for Kelso								5,784,219																7,741,138,495				7,176,91		2,967		6603		3,034		7,163,8	

AGENDA SUMMARY SHEET

AGENDA ITEM: Ordinance 1st reading.
Budget revision #3 for the 2010 fiscal year.

SUBMITTED BY: Brian Butterfield

AGENDA ITEM # _____
FOR AGENDA OF: 11/16/2010
ORIGINATING DEPT: Finance
DATE SUBMITTED: 11/10/2010
COST OF ITEM: _____
AMT. BUDGETED _____
CITY ATTY. APPROVAL _____
CITY MGR. APPROVAL _____

AGENDA ITEM PAPERWORK:

SUMMARY STATEMENT/DEPT. RECOMMENDATION:

Due to unforeseen circumstances certain expenditures are coming in higher than originally anticipated.

Revisions in the General Fund include the following:

- \$60,000 increase for the Municipal Court Services for 2010.
- \$54,000 for various police expenditures funded by grants.
- \$170,000 increase in jail expenditures.
- \$63,000 increase for early retirement incentives.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF KELSO AMENDING THE
2010 BUDGET TO REFLECT REVENUES AND APPROPRIATE FUNDS
TO COVER EXPENDITURES OVER AND ABOVE THOSE
ANTICIPATED AT THE TIME SAID BUDGET WAS ADOPTED.**

THE CITY COUNCIL OF THE CITY OF KELSO DO ORDAIN AS FOLLOWS:

SECTION 1. That by reason of the inability of the City and its officials to foresee and compute with accuracy the actual revenue and necessary expenditures of public funds for the current expenses of the City, it is deemed necessary to make the following amendment to the budget by increasing the following line items by the amounts set forth below for the 2010 Budget, to-wit:

GENERAL FUND

Revenues

001-00-308-00-00	Beginning Fund Balance	\$ 350,000.00
001-00-333-00-00	Misc. Federal Grants	<u>\$ 54,000.00</u>
		\$ 404,100.00

Expenditures

001-01-511-60-20-1	Benefits	\$ 1,000.00
001-02-512-50-49-0	Municipal Court Services	\$ 60,000.00
001-03-513-10-20-1	Benefits	\$ 4,000.00
001-03-594-13-64-7	Office Equipment	\$ 2,100.00
001-05-515-21-41-0	Attorney's Fees	\$ 15,000.00
001-06-521-10-10-0	Salaries Police Admin.	\$ 28,000.00
001-06-521-10-20-0	Benefits Police Admin.	\$ 2,000.00

001-06-594-21-64-1	Machinery & Equipment	\$ 54,000.00
001-08-523-60-51-0	Jail	\$ 170,000.00
001-12-532-10-12-0	Part-time Help	\$ 30,000.00
001-13-558-60-31-0	Supplies	\$ 5,000.00
001-13-559-10-10-0	Salaries	\$ 30,000.00
001-13-559-10-20-0	Benefits	<u>\$ 3,000.00</u>
		\$ 404,100.00

STADIUM FUND

Revenues

106-20-308-00-00	Beginning Fund Balance	\$ 13,500.00
------------------	------------------------	--------------

Expenditures

106-20-573-90-49-2	Misc. Events	\$ 13,500.00
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CAPITAL PROJECTS FUND

Revenues

301-60-317-30-00	Real Estate Excise Tax	\$ 15,000.00
------------------	------------------------	--------------

Expenditures

301-60-597-00-00-1	Transfer to Fund 206	\$ 15,000.00
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SEWER CAPITAL FUND

Revenues

408-28-308-00-00	Beginning Fund Balance	\$ 340,000.00
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Expenditures

408-28-535-08-00-1	Sewer Master Plan	\$ 90,000.00
408-28-535-08-00-2	South 10 th Ave. Sewer	\$ 250,000.00

SECTION 2. It is hereby ordered that the aforesaid sum be and the same is hereby appropriated in excess of the budget of the City of Kelso for 2010 and further that said budget be and the same is hereby amended accordingly.

SECTION 3. This Ordinance shall be in full force and effect five days after its passage and publication of summary as required by law.

ADOPTED by the City Council and **SIGNED** by the Mayor this _____ day of December, 2010.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

AGENDA SUMMARY SHEET

AGENDA ITEM: 1st Reading of an
Ordinance increasing the fee
to be charged for Business Licenses
from \$25 to \$50 annually.

SUBMITTED BY: Brian Butterfield

AGENDA ITEM PAPERWORK:
See attached ordinance.

SUMMARY STATEMENT

Increase business license fees by \$25 as directed by council
to help cover the increased cost of license administration.

AGENDA ITEM # _____
FOR AGENDA OF: 11/16/2010
ORIGINATING DEPT: Finance
DATE SUBMITTED: 11/10/2010
COST OF ITEM: _____
AMT. BUDGETED _____

CITY ATTY. APPROVAL _____
CITY MGR. APPROVAL _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF KELSO AMENDING
ORDINANCE NOs. 3657 and 3558, CODIFIED AS KMC 5.02.060
REGARDING BUSINESS REGISTRATION/LICENSE FEES FOR
ENGAGING IN ANY BUSINESS IN THE CITY OF KELSO.**

WHEREAS, the City finds that the cost of administering and processing business registrations/licenses continues to increase annually; and

WHEREAS, the current fee for business registration/licensing has remained the same for many years; now therefore,

THE CITY COUNCIL OF THE CITY OF KELSO DO ORDAIN AS
FOLLOWS:

SECTION 1. That Ordinance No. 3657 and 3558, codified as KMC 5.02.060, is hereby amended to provide as follows:

5.02.060 Fee.

The fee for such registration certificate shall be the sum of ~~twenty-five dollars~~ *Fifty dollars* for each calendar year or any part thereof, which fee shall be in addition to all other license fees or taxes as required by the provisions of this chapter. The fee shall be paid before any registration certificate is issued.

SECTION 2. This Ordinance shall be in full force and effect five days after its passage and publication of summary as required by law.

ADOPTED by the City Council and **SIGNED** by the Mayor this _____ day of
December, 2010.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____